



Moskovska banka Beograd

Procedura: **OPŠTI USLOVI I PRAVILA
POSLOVANJA**

Procedure: **GENERAL BUSINESS TERMS AND
CONDITIONS**

Usvojio: **Upravni Odbor**

Adopted by: **Board of Directors**

Važe od 31.10.2009

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OPŠTA PRAVILA I USLOVI POSLOVANJA U V O D

Raznolikost finansijskih transakcija poverenih Banci i potreba blagovremenog izvršavanja istih, kao i potreba uspostavljanja jasnih i obavezujućih osnova saradnje Klijenata i Banke, nameće neophodnost uspostavljanja Opštih pravila i uslova poslovanja Banke (u daljem tekstu Pravila), koja imaju pravnu snagu ugovora i sa kojima se Klijent upoznaje prilikom otvaranja računa i uspostavljanja svakog drugog vida poslovne saradnje sa Bankom.

Opšta pravila i uslovi poslovanja se primenjuju na sve vrste i oblike poslovne saradnje Klijenta i Banke, osim ukoliko nije drugačije predviđeno konkretnim ugovorom zaključenim između Klijenta i Banke.

A. BANKARSKA TAJNA

Banka se obavezuje da kao Bankarsku tajnu čuva podatke:

- 1) koji su poznati Banci a odnose se na lične podatke, finansijsko stanje i transakcije, kao i na vlasništvo ili poslovne veze klijenata te ili druge banke;
- 2) stanju i prometu na računima klijenta;
- 3) druge podatke do kojih banka dođe u poslovanju s klijentima.

Bankarskom tajnom se ne smatraju podaci o Klijentima koji predstavljaju:

- a) javne podatke kao i podatke koji su zainteresovanim licima sa opravdanim interesom dostupni iz drugih izvora;
- b) konsolidovani podaci na osnovu kojih se ne otkriva identitet pojedinačnog klijenta;
- c) podaci koji se odnose na urednost ispunjavanja obaveza klijenta prema banci.

1. OBAVEZA ČUVANJA BANKARSKE TAJNE

Banka, članovi njenih organa, akcionari i zaposleni, kao i spoljni revizor Banke i druga lica koja zbog prirode posla koji obavljaju imaju pristup podacima koji se smatraju Bankarskom tajnom, imaju obavezu čuvanja Bankarske tajne, sem u izuzecima predviđenim tackom 2.

Obaveza čuvanja bankarske tajne ne prestaje ni posle prestanka statusa na osnovu kog su ostvarili pristup podacima koji se smatraju Bankarskom tajnom.

Banka može podatke o klijentu koji se smatraju bankarskom tajnom saopštiti trećim licima samo uz pismeno odobrenje tog klijenta, a koje se ovim smatra dato, osim ako drugim zakonom Republike Srbije nije drukčije propisano.

2. IZUZECI OD OBAVEZE ČUVANJA BANKARSKE TAJNE

Klijent je saglasan da obaveza čuvanja bankarske tajne ne postoji

GENERAL BUSINESS TERMS AND CONDITIONS I N T R O D U C T I O N

Variety of numerous financial transactions entrusted to the Bank and their prompt execution, as well as the need to establish clear and binding relations between the Clients and the Bank require introduction of the Bank's General Business Terms and Conditions (hereinafter referred to as the "General Terms"), with the equivalent legal power of the contract, which shall be presented to the Client when opening an account and establishing any other form of business relations with the Bank.

General Business Terms and Conditions shall apply to all types and forms of business cooperation between the Client and the Bank, unless otherwise provided for by the contract concluded between the Client and the Bank.

A. BANK SECRET

The Bank is obliged to keep the following information as bank secret:

- 1) Data which are known to the Bank and which refer to personal data, financial status and transactions, as well as ownership or business relations of the clients of this or other bank;
- 2) Data on balance and transactions on individual accounts of the clients;
- 3) Other data, which the Bank has become aware of in the course of performing business activities with the clients.

The following is not to be considered a bank secret:

- a) Public data and data accessible from other sources to interested persons with legitimate interest;
- b) Consolidated data on the basis of which the identity of an individual client is not disclosed;
- c) Data related to timeliness of client's fulfilling of obligations towards the Bank.

1. OBLIGATION TO GUARD BANK SECRETS

The Bank and members of its bodies, shareholders and Bank employees, as well as the external auditor of the Bank and other persons who, due to the nature of the activities they perform, have access to the data considered bank secret may not disclose such data to third persons, save for the exceptions referred to in Item 2.

The obligation to guard banking secrets shall not cease even after termination of the status on the basis of which their access to the data, considered bank secret, has been enabled.

The data about a client which are treated as bank secret may be disclosed by the Bank to third persons only upon the written approval of the client, considered granted hereby, unless otherwise prescribed by applicable laws of the Republic of Serbia.

2. EXCEPTIONS FROM OBLIGATION TO GUARD BANK SECRETS

The client agrees that the obligation to guard bank secrets

ako se podaci saopštavaju:

- 1) na osnovu odluke ili zahteva nadležnog suda;
- 2) za potrebe organa nadležnog za sprečavanje pranja novca, u skladu s propisima kojima se uređuje sprečavanje pranja novca;
- 3) u vezi sa imovinskim postupkom, a na osnovu zahteva staraoca imovine ili konzularnih predstavništava stranih država, posle podnošenja pismenih dokumenata kojima se dokazuje opravdani interes ovih lica;
- 4) u vezi sa izvršenjem nadležnog organa na imovini klijenta Banke;
- 5) regulatornim telima u Republici Srbiji radi obavljanja poslova iz njihove nadležnosti;
- 6) licu koje su Banke osnovale radi prikupljanja podataka o ukupnom iznosu, vrsti i ažurnosti u ispunjavanju obaveza fizičkih i pravnih lica klijenata banaka;
- 7) nadležnom organu u vezi s vršenjem kontrole obavljanja platnog prometa kod pravnih i fizičkih lica koja obavljaju delatnost, u skladu s propisima kojima se uređuje platni promet;
- 8) poreskoj upravi, u skladu s propisima kojima se uređuju poslovi iz njene nadležnosti;
- 9) organu nadležnom za kontrolu deviznog poslovanja;
- 10) na zahtev organizacije za osiguranje depozita, u skladu sa zakonom kojim se uređuje osiguranje depozita;
- 11) stranom regulatornom telu pod uslovima predviđenim sporazumom o saradnji zaključenim između tog tela i Narodne banke Srbije
- 12) Trećim licima kojima je neophodno saopštiti iste u cilju izvršenja transakcije u ime klijenta preko međubankarskog sistema.

Izuzetno od odredaba stava 1. ovog člana, banka ima pravo da navedene podatke saopšti istražnom sudiji, javnom tužiocu i sudovima, odnosno drugim organima koji vrše javnopravna ovlašćenja, u skladu sa Zakonom.

B. OTVARANJE I DRŽANJE RAČUNA

Banka Klijentima nudi opciju otvaranja računa u dinarima i u stranoj valuti, a u skladu sa svojom Poslovnom politikom i relevantnim domaćim zakonima i drugim propisima.

Banka zadržava pravo da ne otvori račun ili ne primi depozit (npr. ukoliko se Klijent nalazi na Listi terorista i/ili Listi terorističkih organizacija);

1. UPRAVLJANJE RAČUNOM

1.1. Zahtev za otvaranje računa / Broj računa

Banka otvara račun Klijentu (fizičko ili pravno lice) na njegov zahtev, kojom prilikom je Klijent dužan da popuni standardni obrazac za otvaranje računa i/ili druga dokumenta i da dostavi

shall not apply if the data are disclosed:

- 1) on the basis of the decision or request of the competent court;
- 2) for the needs of the body competent for money laundering prevention, in compliance with anti money laundering regulations;
- 3) in connection with property proceedings, on the basis of a request of the guardian of the property or the consular representative offices of foreign states, upon submission of written documents, which prove legitimate interest of these persons;
- 4) in the case of execution by the competent authority regarding the property of the Bank's client;
- 5) to regulatory authorities of the Republic of Serbia for the purpose of performing activities within their scope of competence;
- 6) to a person established by banks for the purpose of collecting data on the total amount, type and timeliness in fulfilling obligations of natural and legal persons which are clients of banks;
- 7) to a competent authority with regard to performing the supervision of payment system operations of legal and natural persons conducting their activities, in compliance with payment system regulations;
- 8) to tax administration pursuant to regulations which regulate activities within its scope of competence;
- 9) to the authority competent for the supervision of foreign currency operations;
- 10) upon the request of the organisation for deposit insurance, in compliance with the law which governs deposit insurance;
- 11) to foreign regulatory authority under the conditions stipulated in the Memorandum of Understanding, concluded between such foreign regulatory authority and the National Bank of Serbia;
- 12) to any third persons that need to be communicated the same for the purpose of performing a transaction in the name of the client via inter-banking system,

Except for the provisions specified in paragraph 1 of this Article, the Bank has the right to disclose the above-mentioned data to the investigative judge, public prosecutor and courts and/or other bodies that have public and legal authorities in compliance with the Law.

B. OPENING AND MAINTAINING ACCOUNTS

The Bank shall offer to the Clients the option of opening accounts in Dinars and foreign currency, in accordance with its business policy and relevant local laws and regulations.

The Bank reserves the right to refuse opening of an account or accepting a deposit (e.g. if the Client is on the Terrorist List and/or List of Known Terrorist Organisations);

1. ACCOUNT OPERATING

1.1. Application form for Account Opening/Account Number

The Bank opens an account to the Client (natural or legal entity) at the Client's request; the Client is required to fill in the standard application form and/or other relevant documents

dokumentaciju kojom se dokazuju podaci naznačeni u obrascu za otvaranje računa (lična karta, pasoš itd.) kao i drugu dokumentaciju propisanu zakonom.

Zahtev za otvaranje računa pravnog lica kao i druga prateća dokumenta moraju biti potpisana od strane lica koje je ovlašćeno da zastupa to pravno lice i overena zvaničnim pečatom tog pravnog lica.

Svakom računu se dodeljuje broj.

1.2. Ovlašćena lica za upravljanje računom pravnog lica

Prilikom otvaranja računa mora biti označeno ime lica ovlašćenih da upravljaju računom u kontaktu sa Bankom, a identitet tih lica mora biti utvrđen na odgovarajući način.

1.2.1. Deponovanje potpisa

Lica ovlašćena da upravljaju računom deponuju svoj potpis kod Banke.

Karton deponovanih potpisa sadrži sledeće podatke: puno ime i prezime, mesto prebivališta ili boravišta, drugi osnovne podaci iz lične isprave (lične karte ili pasoša) i potpis ovlašćenog lica kao i sve druge podatke koje propise nadležno regulatorno telo.

1.3. Ovlašćenja za upravljanje računom fizičkog lica

Vlasnik računa otvorenog na ime fizičkog lica može ovlastiti jedno ili više drugih lica da raspolazu sredstvima sa tog računa, čiji potpisi moraju biti deponovani kod Banke u skladu sa odredbama ovih Pravila, u kom slučaju je obavezan upoznati ta lica sa uslovima ovih Pravila.

Lica koja vlasnik računa ovlasti da raspolazu sredstvima sa računa nisu ovlašćena da izdaju nova ili povlače postojeća ovlašćenja niti su ovlašćena da ugase račun.

Izuzetno, vlasnik računa može posebno ovlastiti drugo lice da izvrši eksplicitno navedenu transakciju po tom računu. Specijalno punomoćje mora biti overeno od strane organa (Sud, opština, ili Diplomatsko konzularno predstavnništvo Republike Srbije u inostranstvu).

Banka ne snosi odgovornost za bilo koji gubitak koji pretrpi Klijent, ako je Banka sledila instrukcije sadržane u posebnom ovlašćenju potpisanom od strane Klijenta i ukoliko je posvetila dužnu pažnju u utvrđivanju identiteta lica koje je posebno ovlašćeno za sprovedenje bankarske transakcije koja je u pitanju.

1.3.1. Smrtni slučaj

Prijemom od strane Banke pismenog obaveštenja o smrti fizičkog lica na čije se ime vodi račun, sa odgovarajućim dokazom, prestaju da važe sva ovlašćenja i data punomoćja za upravljanje računom.

Banka će dozvoliti raspolaganje sredstava na računu samo na osnovu pravnosnažne i izvršne odluke nadležnog suda ili drugog organa ili punovažne i obavezujuće odluke o starateljstvu nad zaostavštinom ili druge odluke nadležnog organa, a u skladu sa relevantnim propisima.

1.4. Opoziv ovlašćenja za upravljanje računom

Ovlašćenja i deponovani potpisi lica ovlašćenih da raspolazu sredstvima sa računa su važeći do opoziva istih u pismenoj formi

and to provide documents evidencing data filled in the application form (ID card, passport, etc), as well as other documents prescribed by the law.

Application for opening accounts for legal entities, as well as accompanying documentation must be signed by the person legally authorized to represent that legal entity and stamped with the official seal of that legal entity.

Each account is assigned with an account number.

1.2. Person authorized to operate the account of legal entity

When opening an account, the name of the person(s) authorized to operate the account through the Bank must be indicated and his/her identity adequately proven.

1.2.1. Deposition of authorized signatures

Persons authorized to operate the account shall deposit their signatures with the Bank.

The list of authorized signatures shall contain the following data: full name and surname, place of domicile or residence, other basic personal data from personal document (ID card or passport) and signature of the authorized person, as well as any other data prescribed by the relevant regulatory body.

1.3. Authorization to operate the account of a natural person

The holder of an account opened in the name of a natural person may authorize one or more persons to operate that account and their signatures must be deposited with the Bank in accordance with these General Terms; in such case, the accountholder is obliged to introduce these General Terms to the authorized persons.

Persons authorized by the accountholder to dispose with the funds on the account may not issue new or revoke existing authorizations and they are not authorized to close the account.

Exceptionally, an accountholder may grant special proxy to another person to fulfill explicitly stated transaction on that account. Such special proxy must be certified by the competent authority (court, municipality or consular representative office of the Republic of Serbia abroad).

The Bank shall not be liable for any loss incurred by the Client if the Bank complied with the instructions stated in the special proxy signed by the Client and provided that the Bank duly verified the identity of the person specially authorized for conducting the subject banking transaction.

1.3.1. Event of death

Immediately after the Bank has received a written notice with adequate proof of death of the accountholder, all and any authorisations and proxies to operate the account shall cease to be valid.

The Bank will permit disposing with the funds on the account only against the final legally binding and enforceable decision of the competent court or other competent authority or legally valid and binding Letter of Administration or other decision by the competent authority, in accordance with the applicable regulations.

1.4. Cancellation of authorisation

Authorizations and deposited signatures of persons authorized to dispose with the funds on the account are valid

zadovoljavajućoj za Banku.

1.5. Izmene u ovlašćenju za upravljanje računom

U slučaju bilo koje izmene ili dopune podataka od značaja za raspolaganje računom i poslovni odnos Klijenta sa Bankom, Klijent mora Banku bez odlaganja i izričito obavestiti pismenim putem o takvoj izmeni, i dostaviti odgovarajuću dokumentaciju kojom se dokazuju navedeni podaci.

Predmetne Izmene i dopune postaju pravno obavezujuće za Banku tek od momenta prispeća pismenog obaveštenja u prostorije Banke.

2. OPŠTE ODREDBE

2.1. Režim u slučaju posedovanja više računa

Ukoliko isti Klijent ima više računa otvorenih u Banci, Banka ima diskreciono pravo da ističe i naplati svoja potraživanja (u skladu sa ovlašćenjem Klijenta, a koje se prihvatanjem ovih Pravila, smatra bezuslovnim i neopozivo datim) sa svih računa Klijenta i to bez obzira na vaultu u kojoj se vode isti, kao i sa svakog pojedinačnog računa Klijenta, odvojeno i nezaavisno od drugih računa, a sve u skladu sa relevantnim propisima.

2.2. Kompenzaciono ovlašćenje

Banka je ovlašćena da u svakom momentu, u skladu sa relevantnim propisima, izvrši prebijanje bilo kog dospelog a nenaplaćenog potraživanja prema Klijentu, sa obavezama koje Klijent ima prema Banci.

Klijent je ovlašćen da izvrši prebijanje svojih dugova prema Banci sa potraživanjima koja ima prema njoj pod uslovom da:

- je Banka izričito u pismenoj formi priznala njegovo potraživanje,
- je potraživanje Klijenta u istoj valuti sa njegovom obavezom prema Banci koju na ovaj način prebija i
- ukupna postojeća potraživanja Klijenta od Banke prevazilaze iznos ukupnih postojećih i potencijalnih obaveza Klijenta prema Banci.

2.3. Provizije, troškovi, naknade itd.

Banka je ovlašćena da zaduži sve račune Klijenta, bez obzira u kojoj valuti su ti računi, u cilju potpunog namirenja potraživanja koja ima od Klijenta u vezi sa obradom tekućih transakcija i s tim u vezi podnetim troškovima u skladu sa listom naknada i provizija koje Banka naplaćuje za pružanje redovnih usluga (Tarifa).

Ukoliko se za namirenje koriste sredstva sa deviznih računa Klijenta, konverzija odgovarajućeg deviznog iznosa se vrši primenom kupovnog kursa Banke za devize važećeg na dan zaduženja tog računa.

Pored ugovorene odnosno uobičajene kamatne stope, naknada (uključujući administrativne troškove obrade predmeta) i provizija regulisanih Tarifom i Ugovorom, Klijenti:

- Pravna lica:** snose i sve ostale troškove nastale redovnim poslovanjem između Banke i Klijenta.
- Fizička lica:** snose i sve ostale troškove nastale redovnim poslovanjem između Banke i Klijenta i utvrđene Opštim uslovima poslovanja banke sa klijentima fizičkim licima.

Banka može naplatiti ove dodatne troškove u ukupnom iznosu i bez dostavljanja specifikacije istih.

until cancelled by written request acceptable for the Bank.

1.5. Changes in authorizations

In case of any change or amendment important for the authorisation to operate an account and business relationship between the Client and the Bank, the Client is obliged to immediately notify the Bank of such change or amendment and provide the documents evidencing above-stated amendments.

The relevant changes and amendments will become legally binding for the Bank only after receipt of related notice by the Bank in its premises.

2. GENERAL CONDITIONS

2.1. Regime in case of multiple accounts

If the Client holds more than one account with the Bank, the Bank may, at its own discretion, assert and collect its claims (in accordance with the Client's authorization, which shall, upon acceptance of these General Terms, be considered unconditionally and irrevocably granted) from all Client's accounts, irrespective of the account currency and against the balance of each account separately and independently, in accordance with the applicable regulations.

2.2. Compensation authorisation

The Bank is authorized to set-off at any time and in accordance with relevant regulations any of its claims against the Client with its liabilities towards the Client.

The Client is authorized to set-off its liabilities towards the Bank with its claims against the Bank, provided that:

- its claims are explicitly accepted by the Bank in written form;
- the Client's claims to be set-off are in the same currency with its liabilities towards the Bank
- total claims of the Client against the Bank exceed its total current and potential liabilities towards the Bank.

2.3. Commissions, Costs, Fees, etc.

The Bank is authorized to debit any Client's account, irrespective of the account currency, in order to fully satisfy its claims against the Client in connection with the current transactions processing and charges incurred and payable therewith.

If assets from client's FX accounts are used for satisfying Bank's claims, Bank's buying exchange rate at the debiting date shall be applied in accordance with Tariffs charged by the Bank for standard services (Tariff).

In addition to the agreed or standard interest rates, fees (including handling charges) and commissions as per the Tariffs and Contract, the Clients:

- Legal entities:** shall bear all other expenses incurred in regular business relationship with the Bank.
- Physical persons:** shall bear all other expenses incurred in regular business relationship with the Bank and determined by General Terms and Conditions of performing banking operations with Physical Persons.

The Bank may charge these extra costs in a total sum without providing a detailed specification of such costs.

2.4. Nedožvoljeni minusni saldo

Ako Klijent uđe u minusni saldo po računu bez izričito ugovorenog dozvoljenog prekoračenja ili premaši ugovoreni iznos dozvoljenog prekoračenja ili prekorači ugovoreno vreme otplate, u obavezi je da Banci, pored ugovorene kamate, naknade i provizije, dodatno plati kaznenu kamatu, naknade i provizije, i to klijenti:

- a) **Pravna lica:** u skladu sa obračunom koji Banka primenjuje na nedozvoljeni minusni saldo.
- b) **Fizička lica:** u skladu sa odredbama Opštih uslova poslovanja banke sa klijentima fizičkim licima.

2.5. Radnje koje je Banka ovlašćena da preuzima bez saglasnosti Klijenta

Banka je ovlašćena da raspolaže sredstvima sa računa bez saglasnosti Klijenta u slučajevima predviđenim imperativnim propisima, a naročito radi plaćanja ili blokiranja računa po osnovu pravnosnažnih i izvršnih odluka suda ili drugog nadležnog organa.

2.6 Izveštaji (izvodi) o stanju računa

Banka će Klijenta fizičko lice i pravno lice izveštavati o stanju na računu putem izveštaja o svim promenama na računu, u skladu relevantnim domaćim propisima.

Izveštaji o stanju na računu Klijentu se uručuju lično u prostorijama Banke ili na drugi način ugovoren sa Bankom.

2.7. Prigovori Klijenta

Ukoliko Klijent ima prigovor u pogledu izvoda o stanju na računu ili drugog izveštaja i obaveštenja, poslatog od strane Banke, prigovor mora biti obrazložen i dostavljen Banci u pismenoj formi, najkasnije u roku od 10 dana po prijemu odnosno izvoda od strane Klijenta.

Ukoliko Klijent ne dostavi prigovor Banci u navedenom roku smatraće se da se saglasio sa sadržajem odnosno dokumenta.

3. NALOZI ZA PLAĆANJE

3.1. Uslovi za izvršavanje naloga i instrukcija

Banka će izvršiti plaćanja ili postupiti u skladu sa nalogima ili instrukcijama Klijenta tek pošto su svi dole navedeni uslovi ispunjeni na način koji je zadovoljavajući po oceni Banke:

- ako je nalog i/ili instrukcija za plaćanje pravilno sastavljen i sadrži sve propisane elemente i ako je potpisan od strane ovlašćenih lica
- ako je nalog i/ili instrukcija praćen svim potrebnim dokumentima (originalima i/ili kopijama) zahtevanim od strane Banke, a u skladu sa internim pravilima Banke i relevantnim propisima
- ako Klijent raspolaže dovoljnim sredstvima na računu za izvršenje datog naloga
- ako je nalog i/ili instrukcija kao i samo plaćanje u saglasnosti sa domaćim i međunarodnim zakonima i propisima.

2.4. Illicit Overdraft

If the Client overdraws its account without explicit overdraft agreement or exceeds the agreed amount or exceeds the agreed repayment time limit, the Client shall be obliged to pay, in addition to the agreed interest, fees and commissions, default interest and fees and commissions:

- a) **Legal entities:** in accordance with the calculation applicable by the Bank for the illicit overdraft.
- b) **Physical persons:** in accordance with the General Terms and Conditions of performing banking operations with Physical Persons.

2.5. Operations the Bank is authorized to execute without the Client's consent

The Bank is authorized to dispose with the funds on the Client's account without the Client's consent in the cases provided for by the imperative regulations, but in particular to effect payments or to block the accounts based on the binding and enforceable decisions of courts and other competent authorities.

2.6. Statement of Accounts

The Bank shall deliver statement of account to the Client – natural or legal entity, specifying all movements on the account, in accordance with the relevant local regulations.

Such statement of account may be delivered to the Client in person at the Bank's premises, or otherwise, as agreed between the Client and the Bank.

2.7. Client's Complaints

Should the Client have any complaints in respect of statements of account or any other statements and information, delivered by the Bank, such complaint must be elaborated and sent to the Bank in written form, not later than 10 days upon receipt of the relevant statement by the Client.

If the Client fails to submit his/her complaint to the Bank in the above-mentioned period, it shall be considered as the Client's declaration of consent with the contents of the subject document.

3. PAYMENT ORDERS

3.1. Conditions for execution of orders and instructions

The Bank shall effect payment or act in accordance with the orders or instructions of the Client only after all below-stated conditions have been met in the manner satisfactory for the Bank:

- if the payment order or instruction is properly completed, contain all prescribed details and signed by the authorized signatories;
- if the payment order or instruction is accompanied by all required documents (originals and/or copies), requested by the Bank, in accordance with the Bank's internal rules and relevant regulations;
- if the Client has sufficient funds on the account for execution of the given order;
- if the payment order and/or instruction and the payment itself is in full compliance with local and international laws and regulations;

3.2. Nepostojanje jasnih i izričitih instrukcija Klijenta

Banka ne odgovara za eventualnu štetu prouzrokovanu Klijentu ili trećoj strani, a koja je nastala kao posledica pogrešnih i/ili nejasnih i/ili na drugi način nepreciznih instrukcija.

3.3. Storno knjiženja i ispravke pogrešno realizovanih naloga

Knjiženja uplata na račun Klijenta načinjena greškom ili omaškom službenika Banke ili usled neke druge greške na strani Banke mogu biti poništena prostim unosom ispravke greške i bez posebnog naloga odnosno stranke.

3.4. Trajni nalozi

U zavisnosti od posebnih uslova koje propisuje, Banka može prihvatiti od Klijenta naloge za trajna plaćanja, u kom slučaju Banka neće biti odgovorna za zakasnela plaćanja po ovim trajnim nalogima ukoliko:

- saldo na Klijentovom računu nije dovoljan i/ili
- ako instrukcije nisu jasne i/ili
- ako faktura treće strane ili slična dokumenta nisu jasni i/ili nisu blagovremeno dostavljeni Banci i/ili
- u drugim slučajevima koji su van kontrole i uticaja Banke.

3.5. Verodostojnost naloga

Banka neće biti odgovorna, a u granicama relevantnog zakonodavstva, za štetu proisteklu iz izvršenja krivotvorenog ili falsifikovanog naloga.

3.6. Nesaglasnost broja računa i naziva računa

Banka nije u obavezi da ispituje da li broj računa odgovara nazivu računa.

3.7. Rokovi za izvršavanje naloga / postupanje po instrukcijama

Banka će izvršiti naloge i instrukcije u skladu sa okolnostima konkretnog slučaja i relevantnim propisima.

3.8. Datum prijema naloga / instrukcije

Dan na koji je Banka primila jasne i izričite pismene instrukcije koje sadrže sve tražene informacije i/ili dokumenta u skladu sa ovim Pravilima i relevantnim propisima, smatraće se danom izdavanja odnosnog naloga ili davanja odnosne instrukcije.

Klijent, u smislu ove tačke, izričito potvrđuje da se potpis i pečat Banke na primljenom nalogu ili instrukciji smatraju potvrdom prijema, a ne prihvatanjem obaveze za postupanje po tom nalogu / instrukciji.

3.9. Odgovornost Banke za eventualnu štetu

U slučaju bilo kakvih odlaganja ili pogrešnog upućivanja u izvršenju naloga i/ili instrukcija ili odnosnih obaveštenja, a do kojih je došlo greškom Banke uprkos dužnoj pažnji, Banka će snositi odgovornost samo za iznos dokazane, na taj način prouzrokovane štete Klijenta ili bilo koje treće strane i to u periodu u kojem je došlo do odlaganja, osim ako je drugačije predviđeno relevantnim propisima.

Banka, ni u kom slučaju, neće biti odgovorna za bilo koji gubitak / štetu prouzrokovanu kašnjenjem ili pogrešnim upućivanjem

3.2. Absence of clear and explicit instructions of the Client

The Bank shall not be liable for any damages suffered by the Client or third parties as a result of wrong and/or unclear and/or otherwise ambiguous instructions.

3.3. Reversing entries and correction of mistakenly executed orders

Credit entries, made by mistake or by a clerical error of the Bank employee or for any reason on the part of the Bank may be annulled by the Bank simply by reversing such entries without any explicit order by the party involved.

3.4. Standing Orders

Subject to the specified requirements imposed by the Bank, the Bank may receive standing orders from the Client, in which case the Bank shall not be liable for any late payments relating to such standing orders in the following cases:

- if the balance on the Client's account is not sufficient and/or
- if the instructions are not clear and/or
- if the third party invoices or similar documents are not clear and/or not received by the Bank in due time and/or
- in other circumstances beyond the Bank's control and influence.

3.5. Authenticity of orders

The Bank shall not be liable, as far as permitted by the applicable laws and regulations, for the damages arising out of the execution of forged or falsified orders.

3.6. Inconsistency of account number and account name

The Bank is not obliged to examine whether the account number and account name correspond.

3.7. Time for execution of orders/following instructions

The Bank shall execute orders and instructions in accordance with the nature of the particular case and applicable regulations.

3.8. Date of receipt of an order/instruction

The date on which the clear, explicit and written instructions, containing all required information and/or documents in accordance with these General Terms and applicable regulations shall be considered as the date of giving such orders or instructions.

For the purpose of this Item, the Client explicitly acknowledges that the Bank's signature and stamp on the received order or instruction is to be considered as a confirmation of receipt and not as an acceptance for execution of that order/instruction.

3.9. Bank's responsibility for potential damage

In the event of any delay or misdirection in the execution of the orders and/or instructions or related notifications due to the error of the Bank, despite due care of the Bank, the Bank shall be responsible only for the amount of the proven damage thus incurred by the Client or any third party, applicable to the period of delay, unless otherwise provided for by the applicable regulations.

Under no circumstances may the Bank be responsible for any loss/damage resulting as a consequence of delays and

naloga, a do čega je došlo zbog radnji ili propusta Klijenta odnosno bilo koje treće strane.

Banka ni u kom slučaju neće snositi odgovornost za gubitke/štetu nastalu promenom kursa valuta ili vrednosti sredstava plaćanja, ukoliko je do kašnjenja ili pogrešnog upućivanja relevantnog naloga došlo usled radnji ili propusta Klijenta odnosno bilo koje treće strane.

3.10. Razlike u zaokruživanju

Klijent će u potpunosti snositi razlike u zaokruživanju iznosa koje su nastale usled konverzije valuta u EURO, a u skladu sa relevantnim propisima.

3.11. Izvršenje naloga preko korespondentskih banaka

U toku trajanja poslovnog odnosa, Banka je ovlašćena da, po osnovu sopstvenog diskrecionog prava, izvršava instrukcije Klijenta preko mreže svojih korespondentskih banaka za čije uredno izvršavanje datih instrukcija Banka ne snosi odgovornost osim u slučajevima sopstvene krajnje nepažnje.

U pogledu izvršenja instrukcija Klijenta, Banka ne snosi nikakvu odgovornost u sledećim slučajevima: suspenzije plaćanja, moratorijuma stranog agenta za naplatu ili trećih lica povezanih sa agentom, primene međunarodnih obavezujućih propisa i u skladu sa propisima odnosne strane države.

Troskove izvršenja naloga za plaćanje a preko korespondentskih banaka, snosi Klijent koji je dao navedeni nalog. Prihvatanjem ovih Pravila, Klijent se bezuslovno i neopozivo saglasava da Banka može zaduziti svaki pojedinačni ili sve zajedno racune Klijenta koji se vode kod Banke, u cilju namirenja nastalih troškova izvršenja takvih naloga.

C. PISMENA KORESPONDENCIJA

4. Prijem pismena i lična dostava

Pismena korespondencija od strane Banke prema Klijentu će se upućivati samo na poslednju poznatu adresu (uključujući telefonski broj, faks brojeve i/ili elektronsku adresu, ukoliko postoje) prijavljenu Banci od strane Klijenta i smatraće se primljenom od strane Klijenta momentom upućivanja na istu i to ako je poslata putem:

- a) faksa - na dan kada je faks poslat Klijentu što se dokazuje potvrdom o prijemu sa faks mašine
- b) elektronske pošte - na dan kada je elektronska poruka poslata što se dokazuje odštampanom kompjuterskom potvrdom
- c) kurirske službe - po proteku uobičajeno neophodnog vremena za kurirsku dostavu što se dokazuje potvrdom kurirske službe
- d) pošte - po proteku uobičajenog vremena neophodnog za prispeće pošiljke, uključujući i slanje pošiljka na adresu trećeg lica opunomoćenog za prijem korespondencije u ime Klijenta, a u skladu sa izričitom pismenom izjavom Klijenta predatoj Banci u tom smislu.

Čekove i menice, osim ako nešto drugo nije predviđeno Klijentovim instrukcijama, Banka će slati neosiguranom preporučenom poštom.

misdirection arising from the Client's or any third parties' actions or omissions.

Under no circumstances may the Bank assume any responsibility for any loss/damage resulting out of changes in exchange rates or in value of means of payment, in events of delays or misdirection in execution of orders, if such delays or misdirection have originated either from the Client's or any third parties' actions or omissions.

3.10. Rounding-up Differences

Rounding-up differences resulting as a consequence of conversion of currencies to EURO in accordance with relevant regulations shall be fully borne by the Client.

3.11. Execution of orders through correspondent banks

During the business relationship, the Bank is entitled, at its own discretion, to execute the Client's instructions through its network of correspondent banks without incurring any liability for timely execution of the given instructions, save for its own gross negligence.

As to the execution of the Client's instructions, the Bank shall have no responsibility in the following circumstances: suspension of payments, moratorium imposed on the foreign collection agent or third parties connected to the collection agent, application of international mandatory laws and in accordance with regulations of the respective foreign state.

The costs of execution of payment orders through correspondent banks shall be fully borne by the ordering Client. By accepting these General Terms, the Client unconditionally and irrevocably agrees that the Bank may debit any individual and all accounts of the Client held with the Bank, for the purpose of settling costs incurred by the execution of such orders.

C. WRITTEN COMMUNICATION

4. Receipt of written communications and personal delivery

Written communications from the Bank to the Client shall be sent only to the last known address (including telephone, fax numbers and/or e-mail, if applicable) provided by the Client and shall be considered, if sent to such address, as having reached the Client:

- a) if sent by fax – on the date the fax was sent to the Client being evidenced by fax machine confirmation slip
- b) if sent by e-mail – on the date the electronic mail was sent to the Client being evidenced by the printed computer confirmation
- c) if sent by courier service – after the usual period needed for courier dispatch being evidenced by such courier confirmation
- d) if sent by post - after the usual posting period needed for the receipt of delivery including cases where the address is that of a third party entitled to receive communications on behalf of the Client and in accordance with explicit written statement submitted to the Bank by the Client.

The Bank shall dispatch cheques and bills of exchange by uninsured registered mail, unless otherwise instructed by the Client.

U drugim slučajevima koji su izvan okvira uspostavljenih odredbama ovog člana, Banka neće snositi odgovornost za štetu i gubitke koje su Klijent ili treća strana tim povodom pretrpeli.

D. SREDSTVA OBEZBEĐENJA

5.1. Zahtev za obezbeđenjem

Banka ima pravo da u svakom trenutku zahteva od Klijenta da pruži, i/ili adekvatno poveća obezbeđenje za svaku od preuzetih obaveza prema Banci, a u obliku i sa sadržinom zadovoljavajuće za Banku.

5.2. Sredstva obezbeđenja i prigovori

Sredstva obezbeđenja koje je Klijent pružio u korist Banke bez obzira na njegov pravni osnov neće prestati, bilo delimično ili u celosti, usled Klijentovog prigovora, već će nastaviti da proizvode pravna dejstva i biće na raspolaganju Banci sve dok Klijent preuzete obaveze ne izmiri u celosti i na zadovoljavajućem načinu.

Klijent je dužan da se sam stara o održavanju i zaštiti prava i imovine kao i o naplati potraživanja pruženih Banci kao sredstvo obezbeđenja svojih obaveza i dužan je da blagovremeno obaveštava Banku o svim promenama u materijalnom i pravnom statusu tih sredstava.

5.3. Troškovi povodom sredstava obezbeđenja

Sve troškove proistekle u vezi sa pribavljanjem, administracijom i realizacijom sredstava obezbeđenja potraživanja Banke (npr. troškove osiguranja, skladišta i nadzora kao i postupka njihovog zasnivanja itd.) snosi Klijent i Banka je ovlašćena da iste naplati na teret njegovog računa, u skladu sa odredbama ovih Pravila i zaključenog Ugovora.

5.4. Realizaciji sredstava obezbeđenja

Ukoliko Klijent ne ispunji svoje obaveze u predviđenom roku i/ili ne dostavi zahtevano sredstvo obezbeđenja odnosno povećanje/zamenu istog, Banka je ovlašćena da pristupi realizaciji bilo kojeg sredstva obezbeđenja u saglasnosti sa relevantnim zakonskim propisima i uz dužno poštovanje interesa Klijenta.

U slučaju da je izmirenje određenog potraživanja obezbeđeno sa više sredstava obezbeđenja pruženih od strane Klijenta ili trećih lica, Banka je ovlašćena da prilikom realizacije samostalno vrši izbor u smislu redosleda, kao i da u interesu efikasnijeg namirenja, a bez obzira na to što u posedu drži određena sredstva obezbeđenja, prethodno pokuša namirenje svojih potraživanja i iz druge imovine Klijenta.

Klijent nije ovlašćen da zahteva izmenu uobičajenog načina realizacije određenog sredstva obezbeđenja.

5.5. Retencija

U slučaju neispunjavanja obaveza koje proističu iz poslovnih odnosa između Banke i Klijenta, a posebno u slučaju otpočinjanja postupka likvidacije i/ili stečajnog postupka protiv Klijenta, sve obaveze Klijenta će se smatrati trenutno dospelim, a Banka ima i pravo retencije u odnosu na bilo koju stvar u imovini Klijenta koja se nalazi u posedu Banke i to do potpunog namirenja svojih potraživanja od Klijenta.

In other cases not covered by the provisions of this Article, the Bank shall not be liable for any damages and losses suffered by the Client or any third party.

D. SECURITY INSTRUMENTS (COLLATERAL)

5.1. Request for providing security

The Bank has the right, at any time, to request the Client to provide and/or adequately increase security in form and substance acceptable for the Bank for all existing liabilities towards the Bank.

5.2. Security instruments and objections

Security instruments provided by the Client to the Bank, irrespective of the legal ground, shall not be terminated, in part or in full, due to the Client's objection, but shall remain legally valid and at the Bank's full disposal until all Client's obligations have been fully settled to the full satisfaction of the Bank.

The Client is obliged to supervise the maintenance and safeguarding of all property and rights as well as collection of claims serving as security to the Bank and has the duty to timely notify the Bank on any amendment in substance or in legal status thereof.

5.3. Costs related to security instruments

Any costs and expenses incurred in acquisition, administration and realization of security instruments (e.g. insurance costs, warehouse charges and costs of supervision, as well as costs of constitution thereof) are borne by the Client and the Bank is authorized to collect the same by debiting the Client's account in accordance with the provisions of these General Terms and the Contract.

5.6. Realization of security instruments

If the Client does not fulfill his/her obligations on due date and/or fails to provide or increase/substitute the requested security, the Bank is entitled to realize any security whatsoever in compliance with the applicable legal regulations and with due consideration of the Client's interest.

In case where the Client or any third party on behalf of the Client has provided more than one security, the Bank is entitled to make selection regarding the order of realization, at its own discretion; even if the Bank has a security at its disposal, the Bank may previously seek, for the purpose of an efficient settlement, satisfaction of its claims from other assets of the Client.

The Client cannot demand a modification of the usual manner of security realization.

5.7. Right of retention

In case of failure in fulfillment of obligations arising from business relationship between the Bank and the Client and in particular in case of initiation of liquidation procedure, mandatory settlement and/or bankruptcy procedures against the Client, all the Client's obligations shall become immediately due and payable and the Bank shall have the right of retention in respect of any property belonging to the Client, which is in possession of the Bank, until the full satisfaction of its claims against the Client.

E. PRESTANAK POSLOVNIH ODNOSA

6.1 Raskid poslovnog odnosa

Osim kada je drugačije ugovoreno odnosno predviđeno relevantnim propisima i Klijent i Banka mogu slobodno raskinuti međusobni poslovni odnos u pismenoj formi, shodno odredbama ovih Pravila.

Dejstvo raskida nastupa odmah osim ako je drugačije ugovoreno ili predviđeno ovih Pravilima ili relevantnim propisima.

Odredbe koje se primenjuju na raskid poslovnih odnosa između Banke i Klijenta shodno se primenjuju i na delimičan raskid poslovnih odnosa između Banke i Klijenta.

6.2. Saglasnost Klijenta

Nakon raskida poslovnih odnosa između Banke i Klijenta a pod uslovom potpunog izmirenja svih obaveza Klijenta prema Banci, ovim Klijent eksplicitno daje svoju saglasnost da će preostala sredstva na bilo kojem računu Klijenta, po sopstvenom nahođenju Banke, biti ili (i) stavljena na raspolaganje Klijenta ili (ii) biti preneti na drugu bankarsku instituciju koja posluje u skladu za zakonima Srbije.

6.3.

U smislu ove tačke, Klijent je naročito u obavezi da oslobodi Banku od svih obaveza preuzetih u njegovo ime i/ili za njegov račun ili po njegovim instrukcijama, a u meri u kojoj to nije moguće, da pruži odgovarajuće obezbeđenje, u formi i sa sadržinom prihvatljivim za Banku, na ime urednog izmirenja tih obaveza.

F. OSTALI OPŠTI USLOVI

7.1. Podaci o klijentu

Klijent izričito ovlašćuje Banku da, sve neophodne informacije koje se odnose na Klijenta, može pružiti drugim bankama u okviru svoje bankarske grupe i njihovim revizorima, kao i Kreditnom birou Udruženja banaka Srbije, kao i svim drugim nadležnim regulatornim organima i u skladu sa relevantnim propisima.

Klijent je odgovoran za sve gubitke koji mogu nastati usled činjenice da Banka nije obavestena o nekom nedostatku u vezi sa pravnom i/ili poslovnom sposobnošću ili pravnim ovlašćenjem Klijenta odnosno drugih ovlašćenih lica po njegovom racunu.

7.2. Nadležnost u slučaju spora

U slučaju spora povodom poslovnih odnosa Banke i Klijenta, utvrđuje se mesna nadležnost suda u Beogradu, osim u ako je drugačije izričito Ugovoreno i / ili predviđeno domaćim propisima..

7.3. Primena

Pored odredaba ovih Pravila, Banka se obavezuje da izvršava svoje poslovne aktivnosti i instrukcije Klijenta uz dužnu pažnju i diskreciju, u skladu sa relevantnim domaćim i međunarodnim propisima i sa opšte prihvaćenim pravilima bankarske prakse. Ova pravila će se primenjivati na bilo koji naknadni ugovor zaključen između Klijenta i Banke osim ako nije eksplicitno naznačeno drugačije u datom ugovoru. .

E. TERMINATION OF BUSINESS RELATIONS

6.1. Termination of business relations

Unless otherwise agreed by the Client and the Bank or provided for by the relevant legislation, both the Client and the Bank may, at their respective discretion, terminate their business relations, in written form, in accordance with these General Terms.

Such termination shall have an immediate legal effect unless otherwise agreed or provided for by these General Terms or the relevant legislation.

The same provisions applicable to the termination of business relations between the Bank and the Client shall also apply to the partial termination of business relations between the Bank and the Client.

6.2. Client's consent

Upon termination of business relations between the Bank and the Client subject to the full satisfaction of entire Client's liabilities towards the Bank, the Client explicitly agrees hereunder that the remaining balance in any of his/her accounts, at the sole discretion of the Bank, shall be either (i) held at the Client's disposal, or (ii) transferred to other bank operating in accordance with the laws of the Republic of Serbia.

6.3.

For the purpose of this provision, the Client is obliged to release the Bank from all engagements assumed on his/her behalf and/or on his/her account or on his/her instructions and, insofar as this is not possible, to provide an adequate security, in the form and substance acceptable to the Bank, for due settlement of such liabilities.

F. OTHER GENERAL CONDITIONS

7.1. Information about Client

The Client explicitly agrees that the Bank is allowed to give all necessary information about the Client to other banks within its banking group and their auditors, as well as to the Credit Bureau within the Association of Serbian Banks and all other competent regulatory authorities in accordance with the relevant legislation.

The Client is liable for any loss that may arise from the fact that the Bank was not notified of any defect in the legal and/or business capacity or legal competence of the Client or other persons authorized to operate the Client's account.

7.2. Jurisdiction

Any disputes arising from the business relations between the Bank and the Client shall be resolved by the local competent court in Belgrade, unless otherwise explicitly expressed in the Contract and/or provided for by the local legislation.

7.3. Implementation

In addition to the provisions contained herein, the Bank undertakes to carry out its business activities and follow the Client's instructions with due care and discretion, in accordance with the relevant local and international regulations and common banking practice. These regulations shall be applied to any subsequent contract concluded between the Client and the Bank, unless otherwise explicitly

Ukoliko bilo koji uslov ili odredba ovih Pravila postane nepunovažan ili neprimenjiv, to neće biti od značaja za punovažnost ostalih uslova i odredbi, a prava i obaveze Klijenta i Banke će se tumačiti kao da ova Pravila nisu sadržavala nepunovažne i neprimenjive uslove ili odredbe

7.4. Naknadne izmene ovih Pravila

Bilo kakve izmene ovih Pravila Banka će učiniti dostupnim Klijentu obaveštenjem istaknutim u poslovnim prostorijama Banke, kao i na svojoj Internet presentaciji, 15 dana pre početka njihove primene.

U slučaju da Klijent blagovremeno ne istakne prigovor pismenim putem, a na predložene izmene u smislu predhodnog paragrafa, smatraće se da se saglasio sa predmetnim izmenama.

7.5 Jezik

Ova Pravila su sačinjena i usvojena u dvojezičnom tekstu, na rpskom i engleskom jeziku, pri čemu u slučaju da postoje razlike između dva teksta, tekst na rpskom jeziku se ima smatrati vazecim.

expressed in such contract.

If any term or provision of these General Terms becomes invalid or unenforceable, the validity of remaining terms and provisions shall not be affected and the rights and obligations of the Client and the Bank shall be construed as if the General Terms did not contain the invalid or enforceable terms of provisions.

7.4. Subsequent amendments to the General Terms

The Bank shall inform the Client of any amendments to these General Terms by displaying appropriate notice in the Bank's business premises, as well as in its Internet presentation, within 15 days after the enforcement date.

Relevant amendments shall be considered as accepted by the Client unless the Client timely raises his/her written objection to the proposed amendments referred to in the previous paragraph.

7.5. Language

These General Terms are made and adopted in bilingual form, in Serbian and English; however, in case of any inconsistencies between the English and Serbian text, the text in the Serbian language shall prevail.

U Beogradu/Belgrade
21.10.2009.

Predsedavajući upravnog odbora
Interim Chairman of Board of Directors

Pavel Igorevič Gorbacevič